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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF IMPERIAL
(UNLIMITED JURISDICTION)

FRANCISCO RODRIGUEZ, on behalf of
himself and all others similarly situated, the
general public, and as an “aggrieved employee”
on behalf of other “aggrieved employees” under
the Labor Code Private Attorneys General Act of
2004,

Plaintiff(s),

vs.

JETT HARVEST, INC., a California
corporation; JOSE ANTONIO LOPEZ, an
individual; PRIME AG SERVICES INC., a
California corporation; and DOES 1–50,
inclusive,

Defendant(s).

Case No. ECU002119

[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT

Hearing Date: January 29, 2025
Hearing Time: 8:30 a.m.
Hearing Dept.: 9, The Honorable L.
Brooks Anderholt

Action filed: October 21, 2021
Trial Date: Not Set

25 The Motion of Plaintiff Francisco Rodriguez (hereafter referred to as “Plaintiff”) for
26 Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court,
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1 The Honorable L. Brooks Anderholt presiding. The Court having considered the Motion, the
2 Class Action and PAGA Settlement Agreement and Class Notice (“Settlement” or “Settlement
3 Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:

4 1. The Court grants preliminary approval of the Settlement and the Settlement Class
5 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
6 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
7 has determined only that there is sufficient evidence to suggest that the proposed settlement might
8 be fair, adequate, and reasonable, and that any final determination of those issues will be made at
9 the final hearing. The Court will make a determination at the hearing on the motion for final
10 approval of class action settlement (the “Final Approval Hearing”) as to whether the Settlement
11 is fair, adequate, and reasonable to the Settlement Class.
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13 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
14 all non-exempt hourly employees who are employed or have been employed by Defendants Jett
15 Harvest, Inc. and/or Prime Ag Services, Inc. in the State of California during the Class Period
16 (collectively “Class Members”). Settlement, ¶ I.5. The “Class Period” shall mean the period from
17 October 21, 2017 through July 6, 2023. Settlement, ¶ I.12.
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19 3. Based on its records, Defendants Jett Harvest, Inc., Jose Antonio Lopez, and Prime
20 Ag Services Inc. (“Defendants”) estimate that, as of the date of the Settlement Agreement, (1)
21 there are 10,876 Class Members and 329,204 Class Paychecks during the Class period and (2)
22 there were 8,261 Aggrieved Employees who worked 250,058 Pay Periods during the PAGA
23 Period.
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25 4. “Effective Date” means the date by when both of the following have occurred: (a)
26 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
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1 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
2 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
3 one or more Participating Class Members objects to the Settlement, the day after the deadline for
4 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
5 day after the appellate court affirms the Judgment and issues a remittitur.

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7 5. This action is provisionally certified pursuant to section 382 of the California Code
8 of Civil Procedure and Rule 3.760, *et seq.* of the California Rules of Court as a class action for
9 purposes of settlement only with respect to the proposed Settlement Class.

10 6. Not later than 14 days after the Court grants Preliminary Approval of the
11 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
12 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
13 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
14 of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator
15 employees who need access to the Class Data to effect and perform under the Settlement
16 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
17 discover that the Class Data omitted class member identifying information and to provide
18 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
19 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their
20 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
21 issues related to missing or omitted Class Data.

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24 7. No later than three (3) business days after receipt of the Class Data, the
25 Administrator shall notify Class Counsel that the list has been received and state the number of
26 Class Members, PAGA Members, Class Paychecks, and PAGA Paychecks in the Class Data.

8. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to the Settlement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Paychecks and PAGA Paychecks used to calculate these amounts. Before mailing Class Notice, the Administrator shall update Class Member addresses using the National Change of Address database.

9. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

10. Class Counsel's contact information is David Glenn Spivak, Esq., The Spivak Law Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel's contact information is Alden J. Parker, Esq. and Corina S. Johnson, Esq., Fisher & Phillips LLP, 621 Capitol Mall, Suite 1400, Sacramento, CA, 95814.

11. The deadlines for Class Members' written objections, Challenges to Class Paychecks and/or PAGA Paychecks (disputes), and Requests for Exclusion will be extended an additional 7 days beyond the 60 days otherwise provided in the Class Notice for all Class Members

1 whose notice is re-mailed. The Administrator will inform the Class Member of the extended
2 deadline with the re-mailed Class Notice.

3 12. If the Administrator, Defendants, or Class Counsel are contacted by or otherwise
4 discover any persons who believe they should have been included in the Class Data and should
5 have received Class Notice, the Parties will expeditiously meet and confer in person or by
6 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
7 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
8 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
9 requiring them to exercise options under the Settlement Agreement not later than 14 days after
10 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

12 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
13 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
14 Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus
15 an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for
16 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
17 the Class Member's election to be excluded from the Settlement and includes the Class Member's
18 name, address, and email address or telephone number. To be valid, a Request for Exclusion
19 must be timely faxed, emailed, or postmarked by the Response Deadline.

21 14. The Administrator may not reject a Request for Exclusion as invalid because it
22 fails to contain all the information specified in the Class Notice. The Administrator shall accept
23 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
24 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
25 determination shall be final and not appealable or otherwise susceptible to challenge. If the
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1 Administrator has reason to question the authenticity of a Request for Exclusion, the
2 Administrator may demand additional proof of the Class Member's identity. The Administrator's
3 determination of authenticity shall be final and not appealable or otherwise susceptible to
4 challenge.

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6 15. Every Class Member who does not submit a timely and valid Request for Exclusion
7 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
8 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
9 Members' Releases under Paragraphs V.2 and V.3 of the Settlement, regardless whether the
10 Participating Class Member actually receives the Class Notice or objects to the Settlement.

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12 16. Every Class Member who submits a valid and timely Request for Exclusion is a
13 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
14 right to object to the class action components of the Settlement. Because future PAGA claims
15 are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members
16 who are Aggrieved Employees are deemed to release the claims identified in Paragraph V.3 of
17 the Settlement Agreement and are eligible for an Individual PAGA Payment.

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19 17. Challenges to Calculation of Class Paychecks or PAGA Paychecks. Each Class
20 Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14
21 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class
22 Paychecks and PAGA Paychecks (if any) allocated to the Class Member in the Class Notice. This
23 is also known as a dispute. The Class Member may challenge the allocation by communicating
24 with the Administrator via fax, email, or mail. The Administrator must encourage the challenging
25 Class Member to submit supporting documentation. In the absence of any contrary
26 documentation, the Administrator is entitled to presume that the Class Paychecks and PAGA
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1 Paychecks contained in the Class Notice are correct so long as they are consistent with the Class
2 Data. The Administrator's determination of each Class Member's allocation of Class Paychecks
3 and/or Pay Paychecks shall be final and not appealable or otherwise susceptible to challenge. The
4 Administrator shall promptly provide copies of all challenges to calculation of Class Paychecks
5 and/or PAGA Paychecks to Defense Counsel and Class Counsel and the Administrator's
6 determination of the challenges.
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8 18. Objections to Settlement. Only Participating Class Members may object to the
9 class action components of the Settlement, including contesting the fairness of the Settlement,
10 and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
11 Payment, and/or Class Representative Service Payment.

12 19. Participating Class Members may send written objections to the Administrator, by
13 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
14 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
15 Participating Class Member who elects to send a written objection to the Administrator must do
16 so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional
17 14 days for Class Members whose Class Notice was re-mailed).
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19 20. Non-Participating Class Members have no right to object to any of the class action
20 components of the Settlement.
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22 21. Not later than 16 Court days before the date by which Plaintiff is required to file
23 the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel
24 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence
25 and compliance with all of its obligations under the Settlement Agreement, including, but not
26 limited to, its mailing of the Class Notices, the Class Notices returned as undelivered, the re-
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1 mailing of Class Notices, attempts to locate Class Members, the total number of Requests for
2 Exclusion from Settlement it received (both valid or invalid), the number of written objections,
3 and attach the Exclusion List. The Administrator will supplement its declaration as needed or
4 requested by the Parties and/or the Court. Class Counsel are responsible for filing the
5 Administrator's declaration(s) in Court.

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7 22. The Court approves, as to form and content, the Class Notice in substantially the
8 form attached as Exhibit A to the Settlement.

9 23. The Court approves, for settlement purposes only, David Glenn Spivak of The
10 Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel.

11 24. The Court approves, for settlement purposes only, Francisco Rodriguez as the
12 Class Representative.

13 25. The Court approves ILYM Group, Inc. as the Administrator.

14 26. The Court preliminarily approves Class Counsel's request for attorneys' fees and
15 costs subject to final review by the Court.

16 27. The Court preliminarily approves the estimated Administrator costs payable to the
17 Administrator subject to final review by the Court.

18 28. The Court preliminarily approves Plaintiff's Class Representative Service
19 Payment subject to final review by the Court.

20 29. A Final Approval Hearing shall be held on ____ at ____.m. in Department 9 of the
21 Superior Court for the State of California, County of Imperial, located at the Imperial Courthouse,
22 939 West Main Street, El Centro, CA 92243 to consider the fairness, adequacy, and
23 reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval
24 Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class
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1 Representative Service Payment to the Class Representative. The notice of motion and all briefs
2 and materials in support of the motion for final approval of class action settlement and motion for
3 attorneys' fees and litigation costs shall be served and filed with this Court on or before ____.
4 Plaintiff's counsel must give notice to any objecting party of any continuance of the hearing of
5 the motion for final approval.

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7 30. If for any reason the Court does not execute and file a Final Approval Order and
8 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
9 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
10 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
11 litigation, as more specifically set forth in the Settlement.

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13 31. The Court expressly reserves the right to adjourn or continue the Final Approval
14 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
15 prompt notice of any continuance to Settlement Class Members who object to the Settlement.

16 **IT IS SO ORDERED.**

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19 _____
DATE

**THE HONORABLE L. BROOKS
ANDERHOLT
SUPERIOR COURT JUDGE**